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ABSTRACT

This agreement between the Board of Trustees of Illinois Junior College District 519 and the Highland Community College Faculty Senate Affiliated with the American Federation of Teachers 1957 covers the academic year 1973-74. Articles of the agreement cover definitions and senate recognition, senate-board relations, academic freedom and political activities, dues checkoff, grievance procedure, insurance and fringe benefits, conditions of employment, salary and rates of pay, layoff and reinstatement procedure, scope and duration, and future negotiations. Appendices review hospital and major medical insurance and differential positions. (MJM)

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Agreement Between

The Board of Trustees of

Illinois Junior College District #519

And

The Highland Community College

Faculty Senate

Affiliated With

The American Federation of Teachers

Local 1957

1973-74 Academic Year

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PREAMBLE

This agreement is entered into by and between the Board of Trustees of Illinois Junior College District 519, hereinafter referred to as the "Board," and the Highland Community College Faculty Senate, Affiliated with the American Federation of Teachers, Local 1957, hereinafter referred to as the "Senate," as the exclusive bargaining agent for the faculty members in the bargaining unit as defined in Article I, Section B.

ARTICLE I.
DEFINITIONS AND SENATE RECOGNITION

A. Definitions

1. The term "College" refers to the collective locations, endeavors, personnel, and policies of Illinois Junior College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll which is called Highland Community College.

2. The term "Board" refers to the body politic and corporate by the name Board of Trustees of Illinois Junior College District 519, Counties of Stephenson, Ogle, Jo Daviess, and Carroll.

3. The term "Senate" refers to the collective membership and their member representatives of the Highland Community College Faculty Senate affiliated with the American Federation of Teachers, Local 1957.

4. The term "Agreement" means a legally binding contract and its definitions and provisions.

5. The term "full-time faculty members" refers to the following personnel:
   - Full-time teaching faculty members who teach a full load as defined in Article VIIG or its equivalent
   - Counselors
   - Assistant Librarians
   - Department Heads
   - Director of Learning Resources

6. The term "working day" means any day the College Administrative Offices are open for at least four hours.

B. Recognition

The Board recognizes the Senate as the exclusive bargaining representative for all full-time faculty members in all matters concerning salaries, fringe benefits, and other items covered in this Agreement. The bargaining unit excludes the President, his assistants, deans, associate deans, the Controller, division chairmen, the Director of Admissions and Records, the Director of Student Financial Aids and Student Activities, the Director of College Relations, the Director of Data Processing and the Head Librarian.

ARTICLE II.
SENATE - BOARD RELATIONS

A. Non-discrimination

1. The Board and the Senate shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the lawful activities of, any organization.

2. Membership in the Senate or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, or continuing of employment, or in advancement opportunities, or otherwise because of any faculty member's membership or lawful organizational activities in the Senate or any other employee organization or his refusal to join any such organization or to participate in any such activities.

B. Rights and Benefits of Faculty Members

1. Rights and benefits of faculty members set forth in this Agreement shall be made part of any individual contract of employment with the Board. A copy of this Agreement, the College calendar, and the Policies and Procedures Manual shall be made available to all full-time faculty members.

C. Communications

1. This Agreement shall not be construed to limit or prevent any Board official or administrator from meeting with any individual faculty member or group of faculty members for the purpose of discussing mutual ideas, concerns, views, and proposals covered or not covered by this Agreement. However, no negotiations or subjects pertaining to collective bargaining shall be conducted by the administration and/or the Board with any other group other than the recognized bargaining representatives.

2. Negotiating sessions shall be closed to the public.

3. All academic and evaluative records pertaining to the faculty shall be maintained by the Office of the Dean of Instruction or the President. Responsibility for the confidentiality and use of information in this file shall rest with the Dean of Instruction and/or the President from whom permission must be obtained to gain access to any portion therein. Privileged communication relative to his initial employment is not available to the faculty member.

4. A faculty member will have access at any time to his personnel folder which pertains to his payroll records, provided he request such access from the Office of the Controller.

5. It is important that a faculty member be cognizant of all items which might be used in developing his periodic evaluation. The Dean of Instruction, therefore, shall notify the faculty member whenever any such item is placed in his personnel folder. The faculty member may, if he so desires, add his written comments for inclusion with the statement.

6. The Board agrees to furnish or to direct its officials to furnish to the President of the Senate, upon his request, information of public record concerning the College.

ARTICLE III.
ACADEMIC FREEDOM AND POLITICAL ACTIVITIES

1. The Board and Faculty, realizing that the basis of education is a search for truth, recognizes the obligation of the individual faculty member to present in the classroom, within his discipline, the truth as he sees it as well as other representative points of view.

2. The College recognizes the right of the individual faculty member to engage in community affairs and political activities, and express his opinions as he sees fit as long as these activities do not interfere with the performance of his contractual obligations.

3. A faculty member whose election to an office may necessitate his absence during a period of time is to negotiate a satisfactory adjustment with the College Board through the President.

ARTICLE IV.
DUES CHECKOFF

Each member of the Senate is given the privilege of electing to authorize payment of such Senate members' dues by withholding the same from the salary of such member. Such election shall be evidenced by the written request of the Senate member electing to exercise such privilege and may be revoked in writing at any time. All sums so withheld shall be paid over to the duly qualified and acting Treasurer of the Senate on or before the last day of each calendar month.

ARTICLE V.
GRIEVANCE PROCEDURE

1. A "grievance" shall mean a complaint by a faculty member (Grievant) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established written policy governing or effecting faculty members.

2. A grievance may be processed in the name of an individual faculty member, a group of faculty members, or the Faculty Senate. In each case the term Grievant shall apply.

3. In the event that a Grievant believes he has a basis for a grievance, he shall first informally discuss the basis for the grievance with his division chairman or the appropriate administrator.

4. If, as a result of the informal discussion with the division chairman or the appropriate administrator a grievance still exists, the Grievant may invoke formal grievance procedures in writing signed by the Grievant. Two copies of the grievance shall be filed with the President of the College or a representative designated by him and two copies with the President of the Faculty Senate.

5. Within seven working days from the date of filing, the President of the College or his designee shall meet with the Grievant in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance in writing within seven working days of this meeting.

6. If the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in Paragraph 5, the grievance shall be transmitted within ten working days to the Board of Trustees by filing a written copy thereof with the Chairman of the Board. The grievant and/or his representative shall have the right to present oral arguments in his behalf to the Board. The Board shall dispose of the grievance within ten working days by notifying the Grievant in writing and shall state its reason in the event the grievance is denied.

7. If the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 6, he may within ten working days after notification of the decision of the Board of Trustees appeal the grievance to arbitration. Such an appeal must be in writing and shall be delivered to the Chairman of the Board of Trustees. The Grievant and the Board shall attempt to agree on an arbitrator to hear the case. If the parties are unable to agree on an arbitrator, within ten working days, the Grievant and the Board must appeal to the American Arbitration Association and an arbitrator shall be appointed under the rules of that body.

8. The Board of Trustees and the Grievant shall bear equally the arbitrator's fees, if any, and other arbitration expenses, exclusive of attorney's fees, incidental to the proceedings.

9. The arbitrator shall confer with the parties and hold hearings promptly and will issue his decision not later than twenty working days from the date of the close of the hearing. The decision shall be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted.

10. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding the disposition of the grievance as such grievance is described in Paragraph 1. He shall be subject to in all cases the rights, responsibilities, and authority of the parties under the laws of the State of Illinois. The arbitrator shall not usurp the functions of the Board of Trustees under law and this Agreement. The decision of the arbitrator will be accepted in good faith as final by both parties to the grievance and both will abide by the decision. Neither party shall take the decision of the arbitrator to the courts.

11. Persons who may be required by either party to be present for the purpose of this procedure are defined as the Grievant, the appropriate Senate representative(s), the Board representative(s), and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.

12. No reprisals of any kind shall be taken against any faculty member or the Senate for participation in any grievance.

13. The number of days indicated at each level shall be considered as maximum and every effort should be made to expediate the process. However, the time limits may be extended by mutual consent.

14. No documents, communications and records dealing with a grievance shall be filed as part of the personnel files of the participant(s).

15. No disposition of a grievance shall be implemented without prior notification to the Senate and an opportunity for the Senate representative(s) to be present, nor shall any disposition of a grievance be inconsistent with the terms of the Agreement.

16. The Grievant may withdraw his grievance at any level.

ARTICLE VI.
INSURANCE AND FRINGE BENEFITS

1. At the beginning of each academic year a full-time faculty member shall be credited with 10 days of sick leave and those days may be used at any time but subject to the provision of the sick leave policy. A faculty member eligible for sick leave may earn 1 (one) day of sick leave for summer school and leave earned during the summer is in addition to the 10 days that may have been credited at the beginning of the academic year. No individual may be credited with more than eleven days sick leave per fiscal year. Any unused portion of the sick leave during any fiscal year is added to the sick leave for the following year and is allowed to accumulate without limitation. Every sick leave taken must be reported to the division chairman or appropriate administrator.

2. The Board will provide hospital and major medical insurance to cover each full-time faculty member and dependents. The specific provisions of the program are shown in Appendix A.

3. Beginning with an individual instructor's second fiscal year, educational assistance of $60 per semester hour for approved in-residence study or out of town extension study of an accredited institution, or $20 per semester hour for approved in-town extension, correspondence, VERB, or TV study will be made by the College when evidence of satisfactory course completion is presented. Total allowable grants shall not exceed $720 (non-accumulative) to any one person during every two-year period. Any salary adjustments because of additional work satisfactorily completed shall be made at the beginning of the next academic year following satisfactory course completion.

4. Two days personal leave per year (non-accumulative) are available for all full-time faculty members upon division chairman approval and administrative review.

5. Faculty members may purchase items normally carried in the College Bookstore at 20 percent discount off retail price.

6. The Board will provide a scholarship fund for full tuition coverage only at Highland Community College for all full-time faculty members, his or her spouse, and dependent children with no maximum limit providing space is available in the classroom. If a person receiving tuition coverage drops a course prior to mid-term, he will not receive tuition reimbursement.

7. Travel allowance will be provided by the College upon division chairman approval and administrative review. If College transportation is available, a request must be made for its use. If the faculty member desires to use his own transporation, the College will not pay for mileage. If College transportation is not available, the College will pay 10¢ per mile charged to the faculty member's travel budget.

8. The Faculty Senate President will be given three contact hours of release time each semester during the academic year to act as coordinator between the Faculty Senate and the College. The Faculty Senate President shall be named by June 1.

9. A tax sheltered annuity program shall be available for purchase by faculty members through payroll deductions at any time of the year.

ARTICLE VII.
CONDITIONS OF EMPLOYMENT

A. Duties and Responsibilities of the Faculty Member

The duties and responsibilities of the faculty member are found in the Personnel Chapter of the Highland Community College Policies and Procedures Manual, copies of which are available in the College library. All faculty members are expected to be familiar with these duties and responsibilities.

B. Cause for Dismissal

1. A faculty member may be dismissed for reasons of incompetence, immorality, neglect of duty, conviction of a felony, or insubordination to an official of the College acting in his official capacity.

2. If in the opinion of the Board a faculty member's actions warrant immediate removal from his duties, he may be suspended pending the outcome of the dismissal procedure.

3. Notification of dismissal or suspension shall be made in writing by the President of the College to the faculty member.

4. A faculty member who is to be released at the end of his first year must be informed of this fact on or before March 1 preceding the end of the contract year. Faculty members to be released at the end of the second or following years are to be informed on or before the first complete day of Christmas vacation preceding the end of that contract year.

C. Sabbaticals

1. A sabbatical leave of absence may be awarded to qualified faculty member(s) for the purpose of study or travel. This sabbatical leave is to be differentiated as separate and distinct from other leaves of absence.

2. Faculty members are eligible to apply for either a one semester or a one year sabbatical leave after completing four consecutive years of full-time service at H.C.C. Other leaves of absence should not be deemed a break in the continuity of service and shall be included as a year of service in computing the four consecutive years of service required for sabbatical leave.

   a. The length of the sabbatical leave may be for one semester or one academic year exclusive of the summer term. (An academic year sabbatical leave shall coincide as closely as possible with a given academic year at Highland Community College.)

   b. A one academic year sabbatical leave granted to faculty members shall bar the individual from any further sabbatical leave until the completion of six or more years of additional continuous active service. A faculty member taking a one semester sabbatical leave may apply to take the second semester sabbatical leave during any future academic year. Upon completion of the second semester sabbatical leave, the faculty member will not be eligible for any further sabbatical leave until the completion of six or more years of additional continuous active service.

   c. The purpose of the sabbatical leave shall be to improve the service of the faculty member to the College and to the student.

(1) Twelve semester credit hours of work or its equivalent per semester, as approved by the faculty committee, for a sabbatical leave is recommended.

(2) A sabbatical leave for work experience may be substituted for the recommended twelve units per semester in-residence study. Work experiences that are available to teachers who intend to study in fields related to their professional growth should receive consideration on the same basis as for those in residence study. A sabbatical leave will not be granted for gainful employment. However, a salary may be accepted to offset the additional expenses incurred in living outside of the district.

(3) A request for a sabbatical leave for travel may be granted to qualified faculty members. The individual requesting a sabbatical leave for travel shall present to the faculty committee the program he intends to follow while on sabbatical leave. The program shall include the proposed objectives of the travel, the itinerary, and a description of the benefits that the H.C.C. district can expect from this type of sabbatical leave.

d. The recipient of a sabbatical leave must agree in writing to return to service for a two year term after completion of the sabbatical leave. If such agreement is not fulfilled, the recipient shall be expected to repay the College under such procedures as shall be determined by the College.

4. A sabbatical leave shall be granted on either a one-semester or an academic year basis. The amount of salary paid for a one-semester sabbatical leave shall be three-eighths of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. For his semester of teaching during the remainder of the year of his one-semester sabbatical leave, the faculty member shall be paid according to the salary schedule in effect during that semester. The amount of salary paid for an academic year sabbatical leave shall be three-fourths of the faculty member's contracted base salary for the nine-month academic year in which the sabbatical leave is taken. The salary shall be paid in the same manner as it would be if the faculty member were not on a leave of absence. While on sabbatical leave, the recipient will not be eligible for educational assistance under Article VI, Item 3.

5. Return to Service.

A. Salary increments and retirement.

(1) The sabbatical leave of absence shall be considered as time in service for salary schedule or negotiable purposes.

(2) The sabbatical leave of absence shall be considered as time in service for retirement purposes. Retirement deductions will be based on the salary received and the percent deducted for retirement purposes f r that year.

b. The recipient must be reinstated in the position held by him at the time the sabbatical was granted provided that position still exists, unless he otherwise agrees to accept another position. In the event the position does not exist and the recipient does not accept another position, he would not be obligated to repay the monies received while on sabbatical leave.

c. The recipient shall submit to the Dean of Occupational and Transfer Education a transcript of credits received for in-residence study, or a written report of work experience, or a written report of travel completed, whichever is applicable, within sixty days after returning to duty. He shall also present a summary of his program accomplishments to the faculty committee for their evaluation and guidance. Upon return to duty the recipient shall be expected, if called upon, to share his experience with interest groups throughout the H.C.C. district.

6. The following guidelines are to be followed in determining the number of faculty members permitted a sabbatical leave in any one year:

a. Monies shall be made available in the College budget for one academic year sabbatical leave (or for two one-semester sabbatical leaves) for that faculty member (or for those two faculty members) selected by the Faculty Sabbatical Committee. If these monies are not used in an academic year, all or a portion of these monies will be carried into the next academic year to provide for a maximum of two academic year sabbaticals.

b. No more than two faculty members may be on a sabbatical leave at any one time.

c. The 1968 A.A.U.P. statement on leaves of absence shall be used as a guide in determining the final choices for a sabbatical leave of absence.

7. Sabbatical leave applications must be submitted to the Faculty Sabbatical Committee by February 1 of the year preceding the school year for which the sabbatical leave is desired. The faculty committee shall consist of one member from each division and shall be selected by the members of the division. It is the Faculty Senate's responsibility to implement the procedure of selecting the committee. The request, if approved by the faculty committee, shall be presented to the Dean of Occupational and Transfer Education. In the event the Dean of Occupational and Transfer Education does not concur with the recommendations of the committee, he shall, within ten academic days of receipt, return the request to the committee giving the reasons for his action.

The Sabbatical Committee, after receiving the statement of the Dean shall either accept or reject his recommendation and submit the request to the President for presentation to the Board of Trustees at the regular February meeting of the Board. The applicant shall be informed of the Board decision not later than the day following the regular March Board Meeting.

D. Maternity Leave

If time off for maternity is needed, the faculty member may use earned sick leave prior to the start of maternity leave. The effective date may be at least three months before the anticipated birth of the child. Faculty members shall ordinarily return at the beginning of a semester. Maternity leave may be granted for a definite period of time and extended when necessary, with authorization by the Dean of Occupational and Transfer Education. With the exception of the above provisions, Article VII-F, "Leave Without Pay," of this Agreement, shall apply to maternity leave.

E. Military Leave

1. A leave of absence for military service must be requested by the faculty member in order to be granted, and must be requested with as much advance notice as possible in order to enable the work of the department to be continued without disruption.

2. A leave of absence for extended military service is granted to a faculty member as a means of protecting the re-employment rights of a full-time employee during his absence from his position.

3. Military leave of absence (without pay) for service in the armed forces of the United States or the State of Illinois shall be granted, upon application, when a faculty member is required to perform such service. Such service may occur through induction, through Selective Service, or through membership in the National Guard or a Reserve component of the Armed Forces of the United States.

4. The provisions of this policy shall apply both to voluntary enlistment and to induction into service by draft or conscription.

5. The terms of leave of absence for military training and service may extend to such date as the faculty member is able to obtain release from active duty plus sixty calendar days.

6. If a faculty member re-enlists after the expiration of his first enlistment, or draft obligation, or voluntarily remains in service beyond the expiration of required service, he shall not be eligible for further military leave. Re-enlistment constitutes separation from College employment.

7. a. Upon return to active employment from Military Leave of Absence, the faculty member shall have his leave time credited to his previous length of service.

   b. Sick leave credit will not accumulate during Military Leave of Absence; however, upon return to active service, the faculty member's previously accumulated balance, if any, of sick leave will be restored.

8. Within sixty days after release from active duty, a faculty member shall be restored by the College to his former position or at the discretion of the College, to one of similar requirements and compensation then attached to the position providing:

   a. He does not receive a "bad conduct" or "dishonorable" discharge.

   b. He requests re-employment at the earliest possible date but not to exceed forty days after release from active duty or from hospitalization continuing after discharge for a period of not more than one year.

   c. He is qualified to perform the duties of the position.

   d. That the College's circumstances have not so changed as to make it impossible or unreasonable to do so.

9. Such person shall not be discharged from such position without cause within one year after such restoration.

10. If, as a result of service in the armed forces, the faculty member is not physically or mentally qualified to perform the duties of his former or equivalent position, the College will make every effort to offer him employment in a position which his physical and mental condition permits him to perform, at the rate of normal compensation provided for that position.

11. The College may request evidence of the faculty member's date of discharge or release from active duty.

12. Replacement appointments to the position vacated by a faculty member on a Military Leave shall be made with the understanding that the new employee is being employed pending the return of the original job-holder. As such, he is subject to separation or transfer upon the return of the original employee.

    a. However, the replacement faculty member, during his period of employment shall be considered a regular employee and will be accorded the privileges of such an employment status.

    b. It shall be the responsibility of the Division Chairman and/or the immediate supervisor to inform the new faculty member at the time of his appointment of his employment status.

13. Highland Community College's faculty members employed on a full-time basis who are also members of the Illinois National Guard or of the reserve components of the naval, air, or ground forces of the United States, may be granted leave of absence for such periods of time as the:

    a. Members of the National Guard are in the military service on training, civil disturbance, or emergency duty of the State of Illinois under the order of the Governor as Commander-In-Chief, or as under the order of the Governor as Commander-In-Chief, or as

b. Members of any reserve component under the order of the authority thereof, are performing limited military training service requirements.

14. Leave for training duty will normally be limited to a maximum of fifteen days in any one calendar year. However, for involuntary service on state duty for civil disturbance or any emergency situation, the leave granted will be for the duration of such duty.

15. Such leaves of absence for annual training or emergency duty will be without pay. However, for involuntary service on state duty for civil disturbance or an emergency situation, sick leave credit will accrue.

F. Leave Without Pay

1. All requests for leave without pay are to be submitted to the Division Chairman. The request for leave without pay may be granted or refused through approval of the Division Chairman and Dean of Occupational and Transfer Education, and the requestor shall be so notified.

2. Requests for leave must be submitted as much in advance as reasonably possible of the date the leave is requested to commence, however, under certain circumstances it is recognized that this request may be after the initial period of absence.

3. This policy does not alter or conflict with other types of leave, although the faculty member may request an extension of those days through the application of this policy. Ordinarily leave without pay may be granted up to a period of one year. If a faculty member desires additional leave time beyond his original expiration date, another request must be submitted and such request may be granted or refused.

4. At the termination of this type of leave the faculty member shall be restored to his former position providing that it still exists, otherwise, if reasonably possible to one of similar requirements and compensation. Faculty members hired as replacements for those who are on leave without pay are to be hired with the mutual understanding that their employment is contingent upon the return of the person that they are replacing. When a person returns from leave without pay and he is not physically or mentally qualified to perform the duties of his former or equivalent position the College will make a reasonable effort to offer him employment in a position which his physical and mental condition permits him to perform, at the rate of normal compensation provided for that position.

5. All fringe benefits and credit for employment will be forfeited for only the year on leave without pay. When and if the recipient is reinstated, according to the policy, he will receive credit for full-time employment previous to the leave for purposes of salary schedule placement.

G. Class Load

1. A full-time teaching load shall normally be a maximum of 32 contact hours per academic year with a maximum of 16 contact hours per semester. Faculty members whose load includes 8 or more laboratory contact hours or physical education activity hours in a semester may instruct up to 34 contact hours per academic year with a maximum of 18 contact hours in a semester.

2. If adequate enrollments do not develop to provide a full normal class load to a faculty member having a differential position(s), the faculty member may be required to include all or a pro-rated portion of his differential as part of his normal class load. The instructor with differential responsibility shall have the option of requesting release time or a pro-rated portion thereof to be applied to his normal class load. If this occurs, that portion of the differential to be applied toward the class load will be mutually determined by the appropriate divisional chairman, Dean of Occupational and Transfer Education, instructor involved, and the Faculty Senate President.

3. Class loads may be reduced one or more classes in a given semester or semesters in order to undertake a special project to develop audio-tutorial, audio-visual, or television aids, or to prepare, edit, and teach a televised course. An advisory committee consisting of the Dean of Occupational and Transfer Education, a representative of the Office of Director of Learning Resources and a faculty member from each division to be appointed by the Faculty Senate, shall determine the amount of class load reduction depending upon the complexity, scope and duration of the activity. The decision of the committee must be in the best interest of the College and approved by the appropriate Division Chairman and Dean of Occupational and Transfer Education.

H. Class Preparations

1. A faculty member may not be required to teach, during any academic year as part of his normal class load, more than the greater of (1) seven different preparations; or (2) any combination of courses exceeding 23 credit hours and required specifically different preparations.

2. Preparations beyond this limit shall be subject to regular overload reimbursement procedures, a reduction in contact hour class load, or a combination of the two. Any course taught and reimbursed as overload outside the normal class load, including those courses in Article VIII B5, which requires a separate preparation may not be included as applying to this item.

I. Class Size

Class size limits shall be determined by the Divisional Chairman after consultation with the Deans of Occupational and Transfer Education and Student Personnel Services and with the departments and instructors involved. Types of instruction as well as equipment and facilities available, make class size a variable factor. In no case, however, shall a class limit be set below 15 students without the permission of the Dean of Occupational and Transfer Education. The Administration reserves the right to cancel any class with fewer than 15 students enrolled, unless the limits for that class were set below that figure by the Dean of Occupational and Transfer Education and division chairman.

J. Office Hours

It is required that faculty members establish and maintain posted office hours each week. In addition to posted office hours, it is expected that the faculty member will be available for student consultation subject to confirmation of appointment between the instructor and student.

K. Facilities

Facilities will be provided for lounges, office space, and parking areas, separate from those for students, on the interim and permanent campuses.

L. Vacancies

All full-time faculty members will be informed of any new or existing faculty or administrative position vacancies on the College staff as they become available. Notice of a new position vacancy will include a job description.

M. Part-Time Faculty

No part-time instructor would be hired to teach more than two courses or 9 contact hours per semester, whichever is greater.

N. Interviewing Committee

The Faculty Senate President and two faculty members selected by the Faculty Senate shall serve as representatives on an Interviewing Committee for a review of applicants selected for interview, prior to hiring, of new College Presidents, Instructional Deans, and Deans of Student Personnel Services.

ARTICLE VIII.
SALARY AND RATES OF PAY

A. Distribution of Pay

Standard procedure will be to remunerate all full-time faculty members on a 12-month basis payable on the 10th and 25th of each month unless a faculty member requests in writing that he be paid according to his contract length, on the 10th and 25th of each month.

B. Overload Policy and Pay Formula

1. Faculty members may be permitted an overload assignment with recommendation of his Divisional Chairman and the approval of the Dean of Occupational and Transfer Education and Board. A faculty member may not be required to teach more than a normal class load.

2. Any overload assignment shall not exceed eight contact hours in an academic year. In addition, such overload shall not represent more than one additional course or equivalent beyond the regular college load in any one semester.

3. Each faculty member will receive 2 percent of the MA-0 base pay for each overload contact hour. Reimbursement shall be paid during the semester in which the overload occurs.

4. Any full-time instructor may also instruct within the continuing education division to such a degree as approved by his Divisional Chairman, Dean of Occupational and Transfer Education, and Dean of Continuing Education and Community Services at the current hourly rate of the continuing education instructor.

5. For specialized overload classes, classes which have too few students to offer in the regular program, or independent study programs, a faculty member may tutor as a class or as individuals up to ten students per semester at a rate of $24 per student credit hour. This tutorial service must meet with the approval of the appropriate Division Chairman and the Dean of Occupational and Transfer Education.

C. Summer School Pay Formula

The following formula will be used for summer school teaching assignments:

$$\frac{\text{Weekly Contact Hours}}{16} \times 2/9 \times \text{Current 9 Month Contract Base Salary}$$

HIGHLAND COMMUNITY COLLEGE
1973-74 SALARY INDEX
D

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Yrs.	BA and/or Comparable* Experience	BA+12 or STEP 1+12	BA+24 or STEP 1+24	MA or STEP 1+36	MA+12 or STEP 1+48	MA+24 or STEP 1+60	MA+36	MA+48	MA+60	DA or Eqvt Doctoral Degree
0	.88	.92	.96	1.00	1.06	1.12	1.18	1.24	1.30	1.36
1	.92	.96	1.00	1.04	1.10	1.16	1.22	1.28	1.34	1.40
2	.965	1.005	1.045	1.085	1.145	1.205	1.265	1.325	1.385	1.445
3	1.01	1.05	1.09	1.13	1.19	1.25	1.31	1.37	1.43	1.49
4	1.06	1.10	1.14	1.18	1.24	1.30	1.36	1.42	1.48	1.54
5	1.11	1.15	1.19	1.23	1.29	1.35	1.41	1.47	1.53	1.59
6	1.16	1.20	1.24	1.28	1.34	1.40	1.46	1.52	1.58	1.64
7	1.21	1.25	1.29	1.33	1.39	1.45	1.51	1.57	1.63	1.69
8	1.26	1.30	1.34	1.38	1.44	1.50	1.56	1.62	1.68	1.74
9	1.31	1.35	1.39	1.43	1.49	1.55	1.61	1.67	1.73	1.79
10	1.36	1.40	1.44	1.48	1.54	1.60	1.66	1.72	1.78	1.84
11					1.59	1.65	1.71	1.77	1.83	1.89
12						1.695	1.755	1.815	1.875	1.935
13							1.80	1.86	1.92	1.98
14								1.90	1.96	2.02
15									2.00	2.06

*As determined by the Dean of Occupational and Transfer Education and the appropriate Division Chairman.

For the 1973-74 academic year all BA full-time faculty members will be reevaluated and placed on this index. Any changes will be mutually agreed to by the involved faculty member and the Dean of Occupational and Transfer Education by September 1, 1973.

HIGHLAND COMMUNITY COLLEGE
1973-74 SALARY SCHEDULE
D

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Yrs.	BA and/or Comparable Experience	BA+12 or STEP 1+12	BA+24 or STEP 1+24	MA or STEP 1+36	MA+12 or STEP 1+48	MA+24 or STEP 1+60	MA+36	MA+48	MA+60	DA or Eqvt. Doctoral Degree
0	8,140	8,510	8,880	9,250	9,805	10,360	10,915	11,470	12,025	12,580
1	8,510	8,880	9,250	9,620	10,175	10,730	11,285	11,840	12,395	12,950
2	8,926	9,296	9,666	10,036	10,591	11,146	11,701	12,256	12,811	13,366
3	9,343	9,713	10,083	10,453	11,008	11,563	12,118	12,673	13,228	13,783
4	9,805	10,175	10,545	10,915	11,470	12,025	12,580	13,135	13,690	14,245
5	10,268	10,638	11,008	11,378	11,933	12,488	13,043	13,598	14,153	14,708
6	10,730	11,100	11,470	11,840	12,395	12,950	13,505	14,060	14,615	15,170
7	11,193	11,563	11,933	12,303	12,858	13,413	13,968	14,523	15,078	15,633
8	11,655	12,025	12,395	12,765	13,320	13,875	14,430	14,985	15,540	16,095
9	12,118	12,488	12,858	13,228	13,783	14,338	14,893	15,448	16,003	16,558
10	12,580	12,950	13,320	13,690	14,245	14,800	15,355	15,910	16,465	17,020
11					14,708	15,263	15,818	16,373	16,928	17,483
12						15,679	16,234	16,789	17,344	17,899
13							16,650	17,205	17,760	18,315
14								17,575	18,130	18,685
15									18,500	19,055

E. Base Pay Figure

The base salary for a faculty member with MA-0 and no experience will be $9,250 for the 9 month academic year.

F. Differentials

Each spring a faculty member or administrator may submit a proposal to create a new, modify or eliminate an existing differential position, Such a proposal should include job description, justification, and method and amount of remuneration.

STEP I - Before May 1 the proposal is initiated by a faculty member or administrator by sending copies of the proposal to the Dean of Occupational and Transfer Education and to the President of the Senate.

STEP II - Within ten working days after receiving the proposal, the Dean of Occupational and Transfer Education shall call a meeting of himself, the initiator, the appropriate Divisional Chairman, a Senate representative, interested applicants for a new position or the individual holding the established differential. These individuals may discuss the proposal and make recommendations to the initiator.

The initiator may, on the basis of the result of the discussion,:

1. withdraw his proposal;
2. resubmit as in Step I a new proposal; or
3. continue to Step III.

STEP III - Within five working days, the initiator will present his proposal to the Senate Negotiating Committee for discussion. The Committee may advise, approve or disapprove. The initiator may:

1. withdraw;
2. resubmit; or
3. continue to Step IV.

STEP IV - At the next board meeting, the board shall approve or disapprove the proposal.

STEP V - If the board approves the proposal, it will be included in the Agreement (Appendix B). If the board disapproves the proposal, the initiator may:

1. withdraw; or
2. resubmit a new proposal via this procedure.

If, because of an unforeseen resignation, reorganization, or federal/state requirement it is necessary to change, eliminate, or add a differential position after the May 1 deadline, the above procedure will be followed in presenting the proposal to the Board.

ARTICLE IX
LAYOFF AND REINSTATEMENT PROCEDURE

1. All faculty members shall be informed by their Divisional Chairmen as soon as possible after a potential need develops to layoff faculty because of necessary financial or programmatic adjustments.

2. Faculty members shall have the opportunity for direct input through their Divisional Chairmen as possible methods other than faculty layoff to meet the required adjustment.

3. Faculty shall be informed by their Divisional Chairmen as soon as possible of a decision to layoff some faculty members and of the date the layoff will be implemented.

4. When appropriate, faculty members shall have the opportunity for direct input to the Dean of Occupational and Transfer Education and/or their respective Divisional Chairmen as to possible methods to be used in identifying the areas to be affected by the faculty layoff.

5. The Dean of Occupational and Transfer Education, with the concurrence of the President, decides which instructional area(s) shall effect a faculty reduction, and shall notify the appropriate Divisional Chairman (men) and the President of the Faculty Senate. Such notification shall occur on or before December 1, except when information unavailable at that time necessarily results in a later decision to layoff faculty as outlined in "9" below.

6. Faculty in the areas affected shall have direct input to their Divisional Chairman and the Dean of Occupational and Transfer Education as to determining the criteria to be used in identifying the faculty member(s) to be laid off.

7. The Dean of Occupational and Transfer Education and the Division Chairman of each of the Divisions concerned decide the specific faculty member(s) to be laid off.

8. Each faculty member who will be laid off shall be notified of the decision on or before the end of the Fall semester, unless a later decision is necessary as outlined in "9". The specific criteria used in the selection of the particular faculty member shall be given, in writing, to the member laid off.

9. When information is unavailable to make adequate notification under the procedures outlined on previous page, notification of an area to be affected must be made by March 15; notification to the specific faculty to be laid off must be made on or before April 1. Such new information must develop from:

    (a) changes in state and/or federal financial support.

    (b) changes in local tax structure.

Layoff Procedure Recommendations - (Cont'd)

(c) programmatic changes generated from actions of state or federal agencies and/or Boards.

10. Layoffs under this procedure shall be effective at the end of the Spring semester. The faculty member(s) involved, however, may be considered for summer employment if such is available.

11. A full-time faculty member on laid-off status shall be offered any part-time instruction for which he is qualified prior to the employment of any overload or other part-time lecturers.

12. If an instructional opening occurs for which laid-off members are qualified within two academic years after a layoff will be given first priority for re-employment insofar as they are qualified and competent to hold such a position. In order to retain re-employment priority during the two-year period, a laid-off faculty member must indicate, to the Divisional Chairman and Dean of Occupational and Transfer Education, his availability for re-employment by April 1 of each year.

13. When more qualified laid-off faculty members seek reinstatement than there are jobs available, the Divisional Chairman and Dean of Occupational and Transfer Education shall determine the criteria for selection.

14. An instructor who is re-employed, shall be given a salary schedule position no less than that at which he was last employed. Consideration will be given to additional education or work experience accrued during layoff.

ARTICLE X
SCOPE AND DURATION

A. Scope of Agreement

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period of August 22, 1973 through August 20, 1974. The Board agrees that during the period of this Agreement it will take no action changing salary schedules, fringe benefits, and working conditions contained in this Agreement, without prior negotiation and agreement with the Senate. In the event that any of the provisions of this Agreement are found to be in conflict by the court with any valid federal or state law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without any way affecting the remainder of these provisions.

ARTICLE XI
FUTURE NEGOTIATIONS

Negotiations between the Board and Senate representatives for a subsequent Agreement will commence no later than February 1, 1974, upon request of either party.

Agreed to this 24th day of August, 1973

Board of Junior College District #519

By _____
Chairman

Highland Community College Faculty Senate,
Affiliated with the American Federation of
Teachers, Local 1957

By _____
President

APPENDIX A

HOSPITAL AND MAJOR MEDICAL INSURANCE

I. Basic Hospitalization

A. Room and board at $38 per day for a maximum of 50 days.

B. Intensive care at $76 per day for a maximum of 10 days.

C. Additional hospital expenses - a maximum of $1,000.

D. Pregnancy benefits:

1. Miscarriage - $200

2. Normal delivery - $400

3. Caesarean or extrauterine pregnancy - $600.

E. Emergency accident benefit of $600.

F. Surgical expense according to schedule with a maximum benefit of $600.

G. In-hospital medical - up to $5 per call for up to 50 calls.

H. Diagnostic X-ray and laboratory of a maximum of $25 for any one accident or illness.

I. Major Medical Supplement

1. Maximum benefit limit - $20,000

2. Coinsurance percentage - 80%

3. Qualifying period - 365 days

J. Supplemental Accident Benefit of $300.

APPENDIX B

DIFFERENTIAL POSITIONS

I. Differentials

A. Ten percent of base (MA-0) salary for director of athletics, baseball coach, director of intramurals, and director of forensics.

B. Seven percent of base (MA-0) salary for College newspaper advisor.

C. Five percent of base (MA-0) salary for golf coach, tennis coach and department heads.

D. Three percent of base (MA-0) salary for Catalyst/Catalyst II Advisor.

E. Two percent of base (MA-0) salary for the combined position of girls athletic advisor, pom-pon supervisor, and cheerleader supervisor.

F. Acting Director of Occupational Programs will be allowed up to ten hours released time for the academic year and receive a pay differential of $800 per year.

G. Director of Learning Resources will be allowed up to six hours of released time for each semester and receive a pay differential of $500 per year.

H. Drama Coach will receive three hours released time each semester. (Theatre activities courses shall not be included as part of the remaining teaching load, but will be eligible for overload tutorial policy.)